

BESSEMER AND LAKE ERIE RAILROAD COMPANY

600 GRANT STREET • P. O. BOX 536 • PITTSBURGH, PENNSYLVANIA 15230

JOHN D. MORRISON
GENERAL COUNSEL
AND SECRETARY

WILLIAM C. LEIPER
ASSISTANT GENERAL COUNSEL
ASSISTANT SECRETARY

MICHAEL T. REILLY
ATTORNEY
ASSISTANT SECRETARY

ROBERT N. GENTILE
ATTORNEY

6510-A
RECORDATION NO. Filed 1425

May 15, 1980

MAY 20 1980 -9 45 AM

INTERSTATE COMMERCE COMMISSION

CERTIFIED MAIL

No.

Date MAY 20 1980

Fee \$ 10.00

ICC Washington, D. C.

Ms. Agatha G. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Recordation of Documents

Dear Ms. Mergenovich:

Pursuant to the provisions of 49 USC §11303 (formerly §20c of the Act), enclosed herewith for recordation by the Commission is an original and three executed counterparts of the following agreement:

Bill of Sale and Release of Security and Leasehold Interest, dated as of May 5, 1980, by D. E. Mundell and Ben Maushardt, not in their individual capacities but solely as Trustee under a Trust Agreement, dated as of May 15, 1971 (Seller) and Bessemer and Lake Erie Railroad Company (Buyer).

The above referenced instrument constitutes an amendment to an Equipment Lease Agreement, dated as of May 15, 1971, as amended, between D. E. Mundell and Ben Maushardt, not in their individual capacities but solely as Trustee under a Trust Agreement, dated as of May 15, 1971 and Bessemer and Lake Erie Railroad Company which was recorded pursuant to §20c on February 29, 1972 and assigned Recordation No. 6510.

The names and addresses of the parties to the Railroad Equipment Improvement Agreement are:

Trustees under Bessemer and Lake Erie
Railroad Company Trust No. 2
c/o United States Leasing International Inc.
633 Battery Street
San Francisco, CA 94111

Ms. Agatha G. Mergenovich

-2-

May 15, 1980

Bessemer and Lake Erie Railroad Company
P.O. Box 536
Pittsburgh, Pennsylvania 15230

The equipment covered by the Bill of Sale and Release of Security and Leasehold Interest consists of one hundred ninety-one (191) 77-ton open top hopper cars, which are more fully described in Exhibit A which is attached hereto.

Please return the original and two executed counterparts of the document submitted herewith, marked as to recordation information, to:

Michael T. Reilly, Esq.
Bessemer and Lake Erie Railroad Company
P.O. Box 536
Pittsburgh, Pennsylvania 15230

A money order in the amount of \$10.00 is enclosed to cover the required recordation fee.

Sincerely,

Michael T. Reilly
Michael T. Reilly

MTR/rja

EXHIBIT A

B&LE	64143	64277	64387	74135
	64144	64278	64392	74136
	64145	64283	64393	74139
	64146	64286	64394	74140
	64148	64289	64395	74141
	64151	64291	64396	74142
	64154	64293	64397	74146
	64157	64298	64401	74149
	64158	64300	64403	74151
	64159	64301	64404	74153
	64166	64303	64406	74156
	64172	64304	64407	74161
	64175	64307	64411	74162
	64181	64308	74062	74165
	64185	64311	74064	74166
	64190	64319	74065	74167
	64191	64321	74066	74170
	64192	64322	74067	74175
	64194	64327	74068	74178
	64199	64328	74071	74180
	64203	64330	74079	74181
	64205	64332	74080	74183
	64210	64333	74081	74187
	64212	64334	74082	74188
	64213	64335	74083	74192
	64218	64339	74086	74196
	64219	64340	74089	74197
	64230	64341	74093	74201
	64233	64344	74096	74205
	64237	64345	74100	74211
	64243	64349	74101	74212
	64244	64353	74106	74213
	64245	64354	74107	74217
	64246	64359	74108	74218
	64247	64360	74109	74219
	64248	64362	74112	74222
	64251	64364	74114	74223
	64254	64368	74116	74224
	64255	64371	74117	74225
	64256	64374	74120	74229
	64260	64376	74124	74230
	64261	64379	74127	74237
	64262	64380	74129	74239
	64271	64384	74130	74244
	64275	64385	74132	74250
	64276	64386	74134	74252
	74257	74258	74262	64370
	64188	64259	74099	

Interstate Commerce Commission
Washington, D.C. 20423

5/22/80

OFFICE OF THE SECRETARY

Michael T. Reilly, Esq
Bessemer and Lake Erie RR Co.
P.O.Box 536
Pittsburgh, Pennsylvania 15230

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/20/80** at **9:45pm**, and assigned re-recording number(s). **6510**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 6510-A Filed 1425

MAY 20 1980 -9 45 AM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE
AND
RELEASE OF SECURITY AND LEASEHOLD INTEREST

KNOW ALL MEN BY THESE PRESENTS, that D. E. MUNDELL and BEN MAUSHARDT, not in their individual capacities but solely as Trustee under a Trust Agreement, dated as of May 15, 1971 (collectively the "Seller"), in consideration of the sum of Six Hundred Ninety-Four Thousand Four Hundred Five Dollars and Thirty-Three Cents (\$694,405.33) paid to it by BESSEMER AND LAKE ERIE RAILROAD COMPANY, a Pennsylvania corporation having an office at 600 Grant Street, Pittsburgh, Pennsylvania 15230 (the "Buyer") pursuant to the provisions of Paragraph 12 of an Equipment Lease Agreement dated as of May 15, 1971, as amended, between the Seller, as Lessor, and the Buyer, as Lessee, the receipt of which is hereby acknowledged, does hereby grant, bargain, transfer and deliver unto the Buyer, its successors and assigns, all of Seller's right, title to and interest in, and does hereby release and terminate all of its security interest and leasehold interest in, one hundred ninety-one (191) used 77-ton open top hopper cars (the "Cars") said Cars bearing the Buyer's identifying numbers shown on the statement attached hereto as Exhibit A and hereby made a part hereof.

Buyer has either examined the Cars as fully as he desired before delivery of this Bill of Sale or refused to examine the Cars after being asked to do so by the Seller; and, in either case, the Buyer understands and agrees that, by accepting this Bill of Sale, he accepts the Cars described "as is", "with all faults" and assumes the entire risk as to the quality of said Cars.

TO HAVE AND TO HOLD said Cars unto said Buyer, its successors and assigns forever.

Seller hereby covenants with and represents and warrants to Buyer that as of the time and date hereof Seller has good right and authority to sell and transfer the Cars to Buyer hereunder and such title as Seller originally acquired to the Cars and that the Cars sold and delivered to Buyer hereunder are on this date free from any mortgages, liens, encumbrances, security interests or contractual rights and all other rights of third parties of every kind and description or any source or origin whatsoever suffered by or through Seller except liens and encumbrances created by, through or under Buyer or which Buyer, as the lessee under said Equipment Lease, has any obligation to discharge or satisfy.

THE CARS ARE SOLD AS IS WITH ALL FAULTS. EXCEPT AS LIMITED BY THE FOREGOING, NO WARRANTY OF ANY KIND HAS BEEN GIVEN BY SELLER IN RELATION TO THE CARS AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, WHETHER IN RELATION TO THE FITNESS OF THE CARS FOR ANY PARTICULAR PURPOSE, OR WHETHER IN RELATION TO MERCHANTABILITY OR AS TO DESCRIPTION, STATE,

QUALITY OR CONDITION OF THE CARS AT THE DATE HEREOF OR AT ANY OTHER TIME ARE HEREBY WAIVED, EXCLUDED AND EXTINGUISHED.

IN WITNESS WHEREOF, the Seller, acting as Trustee, has executed this instrument as of the 5th day of May, 1980.

Witness:

D. E. MUNDELL AND BEN MAUSHARDT,
TRUSTEES UNDER A TRUST AGREEMENT
DATED AS OF MAY 15, 1971

Walter J. Michael

By Ben Maushardt
Trustee

The Security Interest and Leasehold Interest being hereby released and terminated was recorded with the Interstate Commerce Commission on February 29, 1972 and bears ICC Recordation No. 6510.

STATE OF CALIFORNIA

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On this 6th day of May, 1980, before me, a Notary

Public within and for said County, personally appeared

Ben Maushardt, to me personally known, who, being by me

duly sworn did say that he is one of the Lessors under an

Equipment Lease Agreement, dated as of May 15, 1971, as

amended, not in his individual capacity but solely as

Trustee thereunder and that the foregoing instrument was

executed and witnessed by the authority conferred upon him

pursuant to the terms of a Trust Agreement, dated as of

May 15, 1971, and he acknowledged the execution of the

foregoing instrument to be his free act and deed.



OFFICIAL SEAL

KAREN E. BILLOW

NOTARY PUBLIC — CALIFORNIA

San Francisco County

My Commission Expires Jan. 10, 1984

Notary Public

EXHIBIT A

Exhibit A to Bill of Sale dated as of May 5, 1980 by and between D. E. MUNDELL and BEN MAUSHARDT, Trustees under a Trust Agreement dated as of May 15, 1971, and BESSEMER AND LAKE ERIE RAILROAD COMPANY, covering one hundred ninety-one (191) used 77-ton open top hopper cars numbered as follows:

64143	64277	64387	74135
64144	64278	64392	74136
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